

General conditions of carriage of goods of VALMIERAS STIKLA ŠĶIEDRA, AS

DEFINITIONS

„Carrier” – person who accomplishes or undertakes to ensure accomplishment of carriage, or organizes consignment carriage, or renders services related to such carriage to Consigner.

„Consigner” – Joint Stock Company „VALMIERAS STIKLA ŠĶIEDRA”, Registration no.: 40003031676, Principal Office: Cempu Street 13, Valmiera, LV-4201.

„Consignee” – person appointed by Consigner to Carrier within Special Rules of Contract who or whose authorized representative is regarded as consignment recipient under consideration of Contract Rules; Consignee and Consigner can be one and the same person.

„Contract” – agreement between Consigner and Carrier consisting of Transport Order and General conditions of carriage of goods.

„Consignment” – article or entirety of articles (products, goods, packages, containers and other objects) registered for carriage and committed to Carrier.

„Parties” – Consigner and Carrier mutually.

„CMR Convention” – Convention on Contract for International Carriage of Goods by Road (CMR) dated back to 19th May, 1956 in Geneva.

„General conditions of carriage of goods” – these conditions set out here and all and complete attachments brought up within these conditions.

„Special conditions of carriage of goods” – any information specified in Transport order or any arbitrary form submitted to Carrier and required for consignment carriage.

1. OBJECT OF CONTRACT

1.1. Consigner assigns Carrier, and Carrier obliges without delay after the first request made by Consigner to accomplish the consignment carriage under the terms of Contract, and to carry the consignment from the location appointed by Consigner to the delivery location appointed by Consigner and to commit the consignment to its' recipient, but Consigner in turn obliges to pay the price for the consignment carriage based on the specified within Special conditions of carriage of goods and the invoice issued by Carrier together with the CMR, and at the due date specified within Special conditions of carriage of goods.

2. CONCLUSION OF CONTRACT

2.1. Within one business day after receipt of Special conditions of Road Carriage from Consigner, Carrier confirms by e-mail its' approval to undertake the consignment carriage under consideration of the terms of Contract. Such confirmation or getting started in fact to accomplish or to organize the accomplishment of the consignment carriage named in the Special conditions of carriage of goods, is deemed to be as an approval of the Special conditions of carriage of goods and General conditions of carriage of goods, and at the moment when Consigner has received an unconditional confirmation from Carrier, or when Carrier has started to fulfil the obligations named in the Contract, the Contract is deemed to be concluded and compulsory to Parties and inheritants of their rights, and Parties oblige to ensure that the conditions of the Contract or of its' separate parts are being observed by persons involved there inside. In case if Carrier plans to involve any third parties into fulfillment of the Contract, Carrier is fully liable for the consignment carriage under terms of the Contract.

2.2. In case if Contract happens to be concluded, Carrier accomplishes the consignment carriage requested by Consigner according to the conditions of the Contract or normative references, by using TIR carnet, consignment bills prescribed by normative references or other consignment accompanying documents. Parties agree on the way and order of compiling accompanying documents.

3. DUTIES AND RIGHTS OF CONSIGNER

3.1. Consigner obtains following duties:

3.1.1. Within Special conditions of carriage of goods to identify to Carrier the form, characteristics and features to be taken into account in the course of consignment carriage, and, as well, to identify the uploading and unloading address, unloading timepoint and location, and other essential consignment carriage precepts;

3.1.2. In case if the consignment shall be transported to a Consignee from an address appointed by Consigner, to arrange the consignment for the uploading and to perform the uploading of the consignment at the timepoint specified within the request and confirmed to Consigner, by considering all and any technical safety requirements. Such duty of Consigner shall be omitted in case if the consignment shall be transported from any third party to Consigner;

3.1.3. To submit or to ensure the submission of all the documents required for the consignment carriage, to Carrier;

3.1.4. Under the terms of this Contract, to pay the consignment carriage price at the agreed date and in full amount, and, as well, to settle all and any costs arising in connection with secure carriage or storage of the consignment, thereunder costs originating from customs' formalities settlement, as far as Carrier is capable to prove the amount of such costs by presenting according documents, and as far as such costs appear evenly and Consigner has approved effecting of such costs;

3.1.5. Without delay, to reply to all and any written or verbal questions or requests of Carrier for information, arising in the course of the consignment carriage;

3.1.6. In case if the consignment was delivered without damages and shortages and under the terms of this Contract, but Consignee refuses the unloading of the consignment, and the refusal of Consignee can not be associated with damages or shortages of the Consignment, or inappropriate delivery of the consignment, so after receipt of respective notice of Carrier, to give immediate instructions about the return of consignment to Consigner or other Consignee. Consigner settles such carriage costs of Carrier due to the Contract.

3.2. Consigner obtains following rights:

3.2.1. To request reports any time from Carrier about the course of the fulfilment of this Contract;

3.2.2. To issue instructions compulsory to Carrier directed to the fulfilment of this Contract and amendments to the conditions of the fulfilment of this Contract;

3.2.3. To freeze all and any payment transfers to Carrier until Carrier has not presented and submitted in the arrangement prescribed by this Contract a copy of a valid Civil Liability Insurance Policy which meets the requirements of this Contract.

4. DUTIES AND RIGHTS OF CARRIER

4.1. Carrier obtains following duties:

4.1.1. To accomplish or ensure the accomplishment of the consignment carriage under the terms of this Contract, and to deliver the consignment to the Consignee of the consignment or to Consigner at the specified by Consigner timepoint and location pursuant to the accompanying documents of the consignment;

4.1.2. In case if the consignment is not accepted by Consignee, to return it to Consigner or any other Consignee as instructed by Consigner;

4.1.3. To examine the condition of the consignment and to indicate without delay to any non-conformities at the same moment while uploading or committing the consignment to Consignee or Consigner, and, as well, to place and affix the consignment inside the means of carriage in such way which meets the requirements of the road safety rules and operation rules of the means of carriage, and which allows a safe and full stability of the consignment while the complete consignment carriage course;

4.1.4. In case if there it is not specified differently in Special conditions of carriage of goods of Consigner, to choose the safest and most preferable transport route for the carriage;

4.1.5. On request of Consigner, to submit written and verbal information about the fulfilment course of this Contract and the actual location position of consignments;

4.1.6. To submit and to request all the necessary information to ensure the achievement of the goal set up by this Contract and the accomplishment of the consignment carriage agreed by this Contract, thereunder but not limited herewith, to identify the necessary data in the accompanying documents of the consignment, to notify Consigner immediately about arising of any urgent and essential costs relating the consignment carriage under the terms of this Contract, about potential failures in meeting the deadline of the fulfilment of the Contract, about obstacles against the fulfilment of the Contract, thereunder but not limited herewith, difficulties at the fulfilment of the Contract caused by circumstances not underlying the influence of Carrier, and, as well, to inspect and to ensure a precise and pursuant to normative references drawing up and handing out of all and any documents connected with carriage, takeover and commitment of the consignment, and to check the identity of Consignee;

4.1.7. Without delay, and altogether with the invoices for the accomplished carriage courses, to submit to Consigner goods' accompanying documents certifying the delivery of the goods of Consigner, and all the other documents related to consignment carriages;

4.1.8. Without delay, but not later than within 2 business days after conclusion of Contract, to present and submit a copy of an valid Civil Liability Insurance Policy of Carrier which meets the requirements of this Contract, by taking into account that Carrier acts accordingly to the rules, conditions and limitations of CMR Convention. The top limit of the liability of Carrier displays EUR 250 000.00 (two hundred fifty thousand EUR 00 cents) for every single insurance case;

4.1.9. To participate in uploading and unloading acts of the consignment of Consigner, such ensuring that while accomplishing the consignment carriage, by pursuing the consignment route and circumstances, and while committing the consignment to Consigner or to Consignee, the consignment is not being damaged or there is not caused reduction in its' value;

4.1.10. In case if while unloading the consignment, there appear quality or external defects to the consignment, Carrier is obliged to prepare a deed about non-confrmity of the consignment to special features, make a note in CMR and immediately inform Consigner about the situation;

4.1.11. Not to acquire, store, publish or use in any other way without a written consent of Consigner, and not to commit or make accessible to third persons directly or indirectly, any documents, pictures, informative materials or other data fixed in any other way related to Consigner, which have arrived to Carrier, its' employees or persons involved into fulfilment of this Contract, as far as this is not essential for the fulfilment of the obligations agreed by this Contract;

4.2. Carrier obtains following rights:

4.2.1. To request all and any information and documents from Consigner necessary for the fulfilment of this Contract;

4.2.2. To receive the payments of consignment carriage prices, and, as well, of all and any costs arised during the course of the consignment carriage, as far as Carrier is capable to prove the amount of such costs by presenting according documents, and as far as such costs appear evenly and Consigner has approved effecting of such costs.

5. LIABILITIES OF PARTIES

5.1. Carrier is liable for full or partly outage of the consignment and for damages entered since the moment the consignment was accepted for the carriage until the moment the consignment was committed, an, as well, for delayed deliveries or breach of other rules of this Contract, and Carrier bears all and any losses of Consigner caused to Consigner as result of the above mentioned breach of rules. In any case, the liability of Carrier can not make out less than SDR 8.33 for every single kilogram of the damaged or missing consignment regardless of form of the consignment. If in case of incorrect placing, packaging or affixing of the consignment there can possibly arise or there arise damages of the consignment in fact, and Carrier still accomplishes the consignment carriage, so every single liability for the consignment damages lies on Carrier.

5.2. If Carrier does not fulfil any of duties specific defined in this Contract, or breach the instructions of Consigner, it is considered that Carrier has perpetrated this breach because of grossly negligence or spirit of mischief.

5.3. Carrier is liable for its' employees and third parties it has employed during the carriage, and, as well, for other juridical and individual persons Carrier has involved into the fulfilment of this Contract.

5.4. If Consigner does not fulfil or fulfil in an inappropriate way the conditions of this Contract, then it is the liability of Consigner to bear all the losses caused to the other Party, and, as well, Consigner is liable for setting up the accompanying documents of the consignments and the truth of the specified data.

5.5. In case if Consigner does not pay the carriage price agreed accordingly to this Contract to Carrier in due time, Consigner pays to Carrier contractual penalty in the amount of 0.01% of the open amount for every single delayed business day, but not more than 5% of the delayed open amount.

5.6. In case if Carrier does not deliver goods to the recipient specified by Consigner in due time, Carrier pays to Consigner contractual penalty in the amount of EUR 100 for every single delayed day. Bearing the losses and paying the contractual penalty do not release the guilty Party (or any of the Parties) from the fulfilment of its' obligations accordingly to the conditions of this Contract.

5.7. The Carrier is obliged to inform the Consigner immediately, but no later than 24 hours before loading time, of any delay or failure to execute the Contract. If the Carrier fails to comply with the time limit, the Carrier is obliged to pay a penalty of EUR 150.

6. GOVERNING LAW AND ORDER OF DISPUTES' SETTLEMENT

6.1. The conditions of this Contract rely on normative references of Republic of Latvia and international laws compulsory to Republic of Latvia. The conditions of CMR Convention shall only be brought in to this Contract, as far as appropriate subject matters are not regulated by the conditions of this Contract. All claims related to this Contract expire by limitation of expiration terms and conditions respectively prescribed in the Civil Law.

6.2. All disputes arising from this Contract and referring its' breach, termination or invalidity, and which can not be settled by mutual agreement within 30 days, shall be brought to trial of Republic of Latvia.

7. PERIOD OF VALIDITY OF CONTRACT, ORDER OF ITS' AMENDING, SUPPLEMENTING AND TERMINATING

7.1. This Contract becomes valid at the moment when it is signed, and stays valid until the fulfilment in full amount of the obligations of the Parties agreed by this Contract.

7.2. This Contract can be terminated before its' validity deadline, whilst one Party sends to the principal office of the other Party a written notice by registered mail about the termination of this Contract, but not later than 30 calendar days, counting this from the day when the notice was sent, before the entrance of the end of the validity period of the Contract. The termination of this Contract do not release the Parties from the obligations undertaken before the termination of this Contract and their fulfilment, and, as well, from any liability for not-fulfilment of the obligations undertaken by this Contract or fulfilment of them in an inappropriate way before the termination of this Contract, or from the duty to bear the losses which have arisen as the result of the termination of this Contract before its' validity deadline.

7.3. This Contract becomes invalid automatically on the day when any of the Parties gets published an insolvency proceedings on it.

7.4. This Contract can be amended, terminated or supplemented just and solely by mutual written agreement of the Parties, as far as this Contract does not prescribe in other way, and these are being set up as special attachments becoming an indivisible parts of this Contract.

8. FORCE MAJEURE

8.1. Non-fulfilment of the duties of a Party agreed by this Contract is justified if circumstances of Force Majeure enter which can not be eliminated and which hinder or preclude the possibility to fulfil this Contract, and which could not be forecasted by Parties at the moment this Contract was concluded, as for instance, fire, natural disasters, strikes, any war or terrorism activities, lack or supply breakage of electricity, or other circumstances.

8.2. The entrance of circumstances of Force Majeure shall be approved by declaration of correlative concerned authorities. Parties shall notify each other about the entrance of such circumstances in written within 5 days, and conduct all the mandatory measures to prevent Parties from suffering losses during the fulfilment of this Contract.

8.3. In case if circumstances of Force Majeure enter, the period of validity of this Contract shall be extended for the time period the mentioned circumstances have been effective.

9. OTHER CONDITIONS

9.1. During the fulfilment of this Contract, Carrier shall not obtain any property rights on the consignment of Consigner, Carrier obtains no right to make usage of the consignment, to put it in pledge, to use it as for holding rights, to dispossess it, to mortgage it for any other obligations.

9.2. In case if Consigner suffers losses caused by activities of Carrier, Consigner obtains the right to balance unilaterally all its' receivables to Carrier with all and any payments, which Carrier is entitled to request and receive from Consigner based on this Contract.

9.3. After the conclusion of this Contract, all previous agreements, arrangements, concluded contracts towards the object of this Contract mentioned above, become invalid.

9.4. Parties notify each other without delay but not later than within 3 business days about changes in its' data and information, by registered mail and additionally by phone or e-mail.

9.5. In case if any of the conditions of this Contract becomes invalid, this does not have an effect upon the other conditions of this Contract.

9.6. Titles of articles of this Contract have been used for comfort reasons only, and because of this motive, they do not affect the statements of the contents of this Contract.

9.7. All notices and objections in relation to the fulfilment of this Contract, shall be submitted to the other Party at the office mentioned above in this Contract, and they are considered as received as following:

9.7.1. in case if they were sent by registered mail – on the fifth business day after the day they were sent out;

9.7.2. in case if they were submitted manually face-to-face getting a signature in return, at the same day, when they were submitted at the office of the recipient.

9.8. Parties undertake to notify each other without delay about changes in their location, representatives, bank information and other essential data, which can have an effect upon an appropriate fulfilment of this Contract. Parties are fully liable for not fulfilment of this duty in due time.

9.9. In connection with this Contract, the Carrier will not, and will procure that its officers, directors, employees, or any other party acting on its behalf (including without limitation, subcontractors or agents) will not pay, offer, promise to pay or authorise the payment of, directly or indirectly, any bribe, gift, monies, financial or other advantage or anything else of value in violation of, or that would cause the Consigner or its officers, directors, employees and/or affiliates to be in violation of, any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time ("Anti-Corruption Laws"). The Carrier agrees to keep full and accurate books and records of all payments made in respect of any transaction or business effected in connection with this Contract. Where the Consigner determines in good faith that the Carrier has breached this Clause and/or Anti-Corruption Laws, the Consigner may terminate this Contract immediately upon written notice to the Carrier. The Carrier shall indemnify and hold harmless the Consigner from and against all claims, actions, proceedings, suits, investigations, penalties and fines of any kind resulting from any such breach. This Clause shall survive any termination or expiry of this Contract.

9.10. Carrier has an obligation to comply with all customs and export control laws and regulations on embargoes, sanctions of an economic, commercial or financial nature, and other restrictive measures specified by the United States/United Kingdom/European Union/United Nations.

9.11. The Consigner takes the Carrier's privacy seriously and will only use your personal data information to manage your account and services you have provided to us.

9.12. This Contract, contents of its' conditions, and, as well, all the information which has been disclosed by Parties to each other for the reasons of the setting up and fulfilling this Contract, is considered as confidential and non-disclosable to third Parties without written agreement of the other Party, during the fulfilment of this Contract, after the fulfilment of the obligations agreed by this Contract, after the conclusion of the obligations agreed by this Contract, or acknowledgement of the conditions of this Contract as invalid, except the cases prescribed in the normative references.